

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 10 (MC2016-97)

Docket No. CP2016-122

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF MODIFICATION TO
GLOBAL EXPEDITED PACKAGE SERVICES – NON-PUBLISHED RATES 10
CUSTOMER CONTRACT WITH SERIAL NUMBER ENDING: 0189
(June 13, 2017)**

On February 3, 2017, the United States Postal Service (Postal Service) gave notice of filing, in the above-referenced docket, Global Expedited Package Services Non-Published Rates 10 customer agreements with serial numbers ending in 0165 to 0192.¹ This notice concerns the customer agreement with the serial number NPR10-FY17-JAN17-MN-T7-0189, an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's December 22, 2016 filing in this docket.

Attached to this notice is Modification One, which the customer and the Postal Service have executed. This modification revises the Preamble and Article 31 to reflect a change in the name of the customer. A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-public version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-

¹ Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 10 Serial Numbers Ending: 0165 to 0192, Docket No. CP2016-122, February 3, 2017.

Public Treatment filed in conjunction with its notice dated March 15, 2016 in this docket.²

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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June 13, 2017

² Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 10 (GEPS – NPR 10) to the Competitive Products List and Notice of Filing GEPS - NPR 10 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2016-97 and CP2016-122, March 15, 2016 (“GEPS - NPR 10 Notice”), at Attachment 1, *available at* <https://www.prc.gov/docs/95/95321/GEPS%20NPR%2010%20Notice.pdf>.

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on January 23, 2017, and signed by the USPS on January 27, 2017. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following two changes to the Agreement.

First, the Preamble shall now read as follows:

This Agreement ("Agreement") is between [REDACTED] ("Mailer"), with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

Second, Article 31 Notices shall now read as follows:

31. Notices. All Notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express, to the USPS: Managing Director, Global Business and Vice President; United States Postal Service 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; or to the Mailer: [REDACTED]. Or via email to United States Postal Service at: icmusps@usps.gov; or to the mailer at: [REDACTED].

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-122 Serial Number NPR10-FY17-JAN17-MN-T7-0189). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at <http://prc.gov/Docs/63/63467/Order225.pdf>.

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The individual signing this Modification on behalf of [REDACTED] represents and warrants that he or she has authority to act on behalf of [REDACTED] and intends to, and hereby does bind [REDACTED] to the obligations and commitments set forth in this Modification.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Donald W. Ross

Name:

Donald W Ross

Title:

Director International Sales

Date

5-19-2017

ON BEHALF OF [REDACTED]

Signature:

Name:

Title:

Date:

5-18-17

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